

# Image Vault<sup>®</sup>, LLC New Customer Account Information Form

Mailing Address:  
P. O. Box 559  
New Albany, IN 47151-0559

[www.fireking.com](http://www.fireking.com)

Physical Address:  
101 Security Parkway  
New Albany, IN 47150

Phone: 812-948-8400  
Phone: 800-457-2424  
Fax: 812-542-3621

Customer Number \_\_\_\_\_  
(For Company Use Only)

Name of Applicant \_\_\_\_\_ # Yrs. in Business: \_\_\_\_\_

D/B/A \_\_\_\_\_ D & B Rating \_\_\_\_\_

Contact person and Title \_\_\_\_\_ Phone ( ) \_\_\_\_\_

E-mail Address \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Web Address \_\_\_\_\_

Billing address (include Zip Code):

Street address, if different (include Zip Code)

Type of Organization:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Corporation  Partnership  
 Sole Owner  LLC

Full names and titles of principals: (1) \_\_\_\_\_

(2) \_\_\_\_\_

Registered Agent: \_\_\_\_\_

Applicants Initials \_\_\_\_\_

**TERMS AND CONDITIONS. THE FOLLOWING TERMS AND CONDITIONS GOVERN ALL SALES OF FIRE KING INTERNATIONAL, INC. PRODUCTS AND MATERIALS WHETHER MADE PURSUANT TO ORAL OR WRITTEN ORDERS TO ITS REPRESENTATIVES, SALES PERSONNEL, PLANT OR OFFICE IN NEW ALBANY, IN.**

**TERMS AND CONDITIONS TO GOVERN. STANDARD SELLING TERMS ARE NET 30 DAYS.** Acceptance of orders, whether oral or written, is based on the express condition expressed herein. These terms and conditions will govern unless Buyer notifies Seller of their unacceptability within (5) days from the receipt of these terms and conditions. Buyer's failure to object to these terms and conditions within (5) days or acceptance of delivery by Buyer will constitute Buyer's assent to said terms and conditions. These terms and conditions represent the final and complete agreement of the parties, and no terms or conditions in any way modifying or changing the provisions stated herein shall be binding upon Seller unless made in writing and signed and approved by an officer or other authorized person at the home office of Fire King International, Inc. in New Albany, IN. No modification of any of these terms shall be effected by Seller's shipment of goods following receipt of Buyer's purchase order, shipping request or similar forms containing printed terms and conditions additional to or different from the terms herein.

**APPROVAL OF ORDERS.** Orders are subject to acceptance by Seller. Buyer will be notified promptly if orders are not accepted.

**PRICES.** Prices indicated to the Buyer are current; however, should the Buyer request extended delivery or otherwise delay shipment, the Seller reserves the right to change the prevailing prices in effect at the time of shipment. Any increase in transportation rates or increase in transportation costs resulting from any changes in routing will be for Buyer's account.

**FORCE MAJEURE.** Delay in delivery or non-delivery in whole or in part by Seller shall not be a breach of this agreement if performance is made impracticable by the occurrence of any one or more of the following contingencies, the non-occurrence of which is a basic assumption of which the agreement is made: (a) Fires, floods or other casualties, (b) Wars, riots, civil commotion, embargoes, governmental regulations or martial law. (c) Shortage of cars or trucks or delays in transit, (e) Existing or future strikes or other labor troubles affecting productions or shipment, whether involving employees of Seller or employees of others, and regardless of responsibility or fault on the part of the employer; and (f) Other contingencies of manufacturer or shipment, whether or not of a class or kind mentioned herein, not reasonably within Seller's control.

**TAXES.** All taxes and excises of any nature whatsoever now or hereafter levied by governmental authority, whether federal, state, or local, upon the sale, use or transportation of any goods covered hereby, shall be paid the borne by Buyer.

**TITLE TO GOODS.** Title to the goods shall pass to the Buyer upon delivery thereof to the carrier (FOB shipping point). Delivery to carrier shall constitute delivery to Buyer, and thereafter the goods shall be at Buyer's risk. Any claim by Buyer against Seller for shortage or damage occurring prior to such delivery must be made within five (5) days after receipt of the goods and accompanied by original transportation bill signed by carrier noting that carrier received the goods from Seller in the condition claimed.

**DESIGNATION OF CARRIER.** Seller reserves the right to designate carrier unless Buyer expressly and specifically designates the carrier in writing at that time of order.

**CANCELLATIONS.** Seller reserves the right to require payment for the goods in advance, or satisfactory security if the financial responsibility of Buyer becomes at any time, unsatisfactory to Seller. If Buyer fails to make payment in accordance with the terms of this agreement, or any collateral agreement, or fails to comply with any provision hereof, Seller may, at its option (and in addition to other remedies), cancel any unshipped portion of this order. Buyer to remain liable for all unpaid accounts.

**RETURNS.** Goods cannot be returned without Seller's written consent and orders, once accepted, cannot be cancelled without Seller's prior written consent. In the case of special or non-stock goods, Buyer's cancellation will be accepted only upon Buyer's acceptance and payment in full for furnished items and items within (10) days of completion and on other items in process of manufacture, cancellation charge shall be the percentage of completion as applied to the purchase price. Where unprocessed goods only are involved, cancellation charges shall be the cost of the material plus 10%. Returned goods are subject to a 25% restocking charge.

**SERVICE CHARGES.** All past due invoices shall bear a service charge at the rate of 1.5% per month or the highest amount allowed by law, whichever is less.

**PURCHASE MONEY SECURITY INTEREST.** Buyer hereby grants to Fire King International, Inc., 101 Security Parkway, New Albany, IN 47150, a Purchase Money Security Interest in all goods purchased from Fire King International, Inc. on credit under this Agreement and all proceeds of such goods. As a secured party, Fire King International, Inc. shall be entitled to all rights and remedies in law and equity provided under the state and federal law.

**AUTHORIZATION TO FILE FINANCING STATEMENTS.** Buyer hereby irrevocably authorizes Fire King at any time and from time to time to file in any Uniform Commercial Code ("UCC") jurisdiction any initial financing statements and extensions and amendments thereto that indicate the collateral as being of equal or lesser scope or with greater detail, and contain any other information required by part 5 of Article 9 of the Indiana UCC or the UCC of any other applicable jurisdiction for the sufficiency or filing office acceptable of any financing statement filed as a fixture filing, a sufficient description of real property to which the collateral related. Buyer agrees to furnish any such information to Fire King promptly upon request.

Applicants Initials \_\_\_\_\_

### SALES OR USE TAX BLANKET EXEMPTION CERTIFICATE

Issued to Seller: Image Vault®, LLC

I certify that:

Name of Purchaser \_\_\_\_\_

Address: \_\_\_\_\_

under penalties of perjury that all purchases of tangible personal property purchased from your company for delivery in the below taxing jurisdiction(s) on and after the date of this certificate are exempt from sales or use tax for the following reason:

\_\_\_\_\_ Sale to Retailer, Wholesaler, or Manufacturer for RESALE only.

\_\_\_\_\_ Other \_\_\_\_\_

General description of property to be purchased:  
\_\_\_\_\_

General description of property sold by buyer in his business:  
\_\_\_\_\_

Please set forth any registration number received from the state, county or city tax authorities. This includes any seller's license number, registered charitable institution number, or direct pay permit number.

State Registration or ID No.

State Registration or ID No.

State Registration or ID No.

AL \_\_\_\_\_  
 AK \_\_\_\_\_  
 AR \_\_\_\_\_  
 AZ \_\_\_\_\_  
 CA \_\_\_\_\_  
 CO \_\_\_\_\_  
 CT \_\_\_\_\_  
 DE \_\_\_\_\_  
 DC \_\_\_\_\_  
 FL \_\_\_\_\_  
 GA \_\_\_\_\_  
 HI \_\_\_\_\_  
 IA \_\_\_\_\_  
 ID \_\_\_\_\_  
 IL \_\_\_\_\_  
 IN \_\_\_\_\_  
 KS \_\_\_\_\_

KY \_\_\_\_\_  
 LA \_\_\_\_\_  
 MA \_\_\_\_\_  
 MD \_\_\_\_\_  
 ME \_\_\_\_\_  
 MI \_\_\_\_\_  
 MN \_\_\_\_\_  
 MO \_\_\_\_\_  
 MS \_\_\_\_\_  
 MT \_\_\_\_\_  
 NC \_\_\_\_\_  
 ND \_\_\_\_\_  
 NE \_\_\_\_\_  
 NH \_\_\_\_\_  
 NJ \_\_\_\_\_  
 NM \_\_\_\_\_  
 NV \_\_\_\_\_

NY \_\_\_\_\_  
 OH \_\_\_\_\_  
 OK \_\_\_\_\_  
 OR \_\_\_\_\_  
 PA \_\_\_\_\_  
 RI \_\_\_\_\_  
 SC \_\_\_\_\_  
 SD \_\_\_\_\_  
 TN \_\_\_\_\_  
 TX \_\_\_\_\_  
 UT \_\_\_\_\_  
 VA \_\_\_\_\_  
 VT \_\_\_\_\_  
 WA \_\_\_\_\_  
 WI \_\_\_\_\_  
 WV \_\_\_\_\_  
 WY \_\_\_\_\_

This certificate shall continue in force until revoked and shall be considered a part of each order given to us unless the order otherwise specifies. If the material purchased is later used by the buyer for a purpose which makes the purchase of such material taxable, the buyer agrees to pay the tax directly to the taxing authority.

\_\_\_\_\_  
Authorized Purchaser's  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date